



STATE OF ALABAMA

DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING

INVITATION TO BID

INVITATION TO BID NO: 10-X-2215981

REQ. AGENCY : 999999  
PURCHASING DIVISION  
AGENCY REQ. NO. :  
T-NUMBER : T505  
DATE ISSUED : 03/23/10  
VENDOR NO. :  
VENDOR PHONE NO. :  
SNAP REQ. NO. : 1434883  
BUYER NAME : JAERI ELLIS

FOR: PERSONAL COMPUTER, OPEN MARKET

BUYER PHONE NO. : (334) 242-7259-  
PURCHASING PHONE NO: (334) 242-7250

BID MUST BE RECEIVED BEFORE:  
DATE: 04/15/10 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:  
DATE: 04/16/10 TIME: 10:00 AM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED, AS APPROPRIATE. BID RESPONSE  
MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

1. DELIVERY: CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER
2. TERMS: \_\_\_\_\_(DISCOUNTS ARE TAKEN WITHOUT REGARD TO DATE OF PAYMENT.)
3. PRICE VALID FOR ACCEPTANCE WITHIN \_\_\_\_\_ DAYS.
4. VENDOR QUOTATION REFERENCE NUMBER, IF ANY: \_\_\_\_\_  
(THIS NUMBER WILL APPEAR ON THE PURCHASE ORDER.)
5. E-MAIL ADDRESS: \_\_\_\_\_  
INTERNET WEBSITE: \_\_\_\_\_
6. GENERAL CONTRACTOR'S LICENSE NO: \_\_\_\_\_  
TYPE OF G.C. LICENSE: \_\_\_\_\_

\*\*\*\*\* IMPORTANT NOTE: \*\*\*\*\*

BIDDERS MUST COMPLY WITH ALL "BID RESPONSE INSTRUCTIONS" ON PAGE 2, TO INCLUDE  
ITEM 7 - COPY REQUIREMENT.

RETURN INVITATION TO BID:

US MAIL

STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING  
P O BOX 302620  
MONTGOMERY, AL 36130-2620

COURIER

STATE OF ALABAMA  
DIVISION OF PURCHASING  
RSA UNION BUILDING  
100 N. UNION ST., SUITE 192  
MONTGOMERY, AL 36104

SIGNATURE AND NOTARIZATION REQUIRED

I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH EACH ITEM OFFERED AT THE PRICE QUOTED.  
I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN  
RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO  
REFRAIN FROM BIDDING.

SWORN TO AND

FEIN OR SSN

AUTHORIZED SIGNATURE (INK)

SUBSCRIBED BEFORE ME THIS

COMPANY NAME

TYPE/PRINT AUTHORIZED NAME

\_\_\_\_\_ DAY OF \_\_\_\_\_

MAIL ADDRESS

TITLE

NOTARY PUBLIC

CITY, STATE, ZIP

TOLL FREE NUMBER

TERM EXP: \_\_\_\_\_

PHONE INCLUDING AREA CODE

FAX NUMBER

STANDARD TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -

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INVITATION TO BID

OPEN DATE : 04/16/10 TIME: 10:00 AM

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AUTHORITY:

THE DEPARTMENT OF FINANCE CODE OF ADMINISTRATIVE PROCEDURE, CHAPTER 355-4-1 EFFECTIVE DECEMBER 20, 2001 IS INCORPORATED BY REFERENCE AND MADE A PART OF THIS DOCUMENT. TO RECEIVE A COPY CALL (334)242-7250, OR OUR WEBSITE WWW.PURCHASING.ALABAMA.GOV .

INFORMATION AND ASSISTANCE TO MINORITY AND WOMEN-OWNED BUSINESSES IN ACQUIRING M/WBE CERTIFICATION MAY BE OBTAINED FROM THE OFFICE OF MINORITY BUSINESS ENTERPRISE, 1-800-447-4191.

BID (ITB) RESPONSE INSTRUCTIONS

REV: 01/14/10

1. TO SUBMIT A RESPONSIVE BID, READ THESE INSTRUCTIONS, ALL TERMS, CONDITIONS AND SPECIFICATIONS.
2. BID ENVELOPES/PACKAGES/BOXES MUST BE IDENTIFIED ON FRONT, PREFERABLY LOWER LEFT CORNER AND BE VISIBLE WITH THE BID NUMBER AND OPENING DATE. EACH INDIVIDUAL BID (IDENTIFIED BY A UNIQUE BID NUMBER) MUST BE SUBMITTED IN A SEPARATE ENVELOPE. RESPONSES TO MULTIPLE BID NUMBERS SUBMITTED IN THE SAME ENVELOPE/COURIER PACKAGE, THAT ARE NOT IN SEPARATE ENVELOPES PROPERLY IDENTIFIED, WILL BE REJECTED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR LATE BIDS FOR ANY REASON INCLUDING THOSE DUE TO POSTAL, OR COURIER SERVICE. BID RESPONSES MUST BE IN THE DIVISION OF PURCHASING OFFICE PRIOR TO THE "RECEIVE DATE AND TIME" INDICATED ON THE BID.
3. BID RESPONSES (PAGE 1, PRICE SHEET AND ADDENDUMS (WHEN SIGNATURE IS REQUIRED)) MUST BE IN INK OR TYPED ON THIS DOCUMENT. OR EXACT FORMAT WITH SIGNATURES BEING HANDWRITTEN ORIGINALS IN INK (PERSON SIGNING BID, NOTARY, AND NOTARY EXPIRATION), OR THE BID WILL BE REJECTED. UNLESS INDICATED IN THE BID, ALL PRICE PAGES MUST BE COMPLETED AND RETURNED. IF AN ITEM IS NOT BEING BID, IDENTIFY IT AS NB (NO-BID). PAGES SHOULD BE SECURED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR MISSING PAGES. FAXED BID RESPONSES WILL NOT BE ACCEPTED.
4. THE UNIT PRICE ALWAYS GOVERNS REGARDLESS OF THE EXTENDED AMOUNT. A UNIT PRICE CHANGE ON A LINE MUST BE INITIALED BY THE PERSON SIGNING THE BID, OR THAT LINE WILL BE REJECTED. THIS INCLUDES A CROSS-OUT, STRIKE-OVER, INK-OVER, WHITE-OUT, ERASURE, OR ANY OTHER METHOD CHANGING THE PRICE.
5. A "NO BID" MUST BE RETURNED TO REMAIN ON A CLASS/SUBCLASS. RETURN PAGE 1 OR NOTIFICATION PAGE MARKED "NO-BID". IDENTIFY IT ON THE ENVELOPE AS A "NO-BID". FAILING TO RESPOND TO 3 ITB'S WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. RESPONDING WITH 6 "NO-BIDS" WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. A "NO-BID" RECEIVED LATE IS CONSIDERED A NO RESPONSE.
6. THE DIVISION OF PURCHASING IS NOT RESPONSIBLE FOR MISINTERPRETATION OF DATA FAXED FROM THIS OFFICE.
7. THE DIVISION OF PURCHASING REQUIRES AN ORIGINAL AND A MINIMUM OF ONE COMPLETE EXACT COPY (TO INCLUDE SIGNATURE AND NOTARY) OF THE INVITATION-TO-BID RESPONSE. THE ORIGINAL AND THE COPY SHOULD BE SUBMITTED TOGETHER AS A BID PACKAGE. FAILURE TO MARK RESPONSES AS "ORIGINAL" AND/OR "COPY" COULD RESULT IN THE ENTIRE BID RESPONSE BEING REJECTED.
8. AN IMPROPERLY SUBMITTED BID, LATE BID, OR BID THAT IS CANCELLED ON OR BEFORE THE OPENING DATE WILL BE HELD FOR 90 DAYS AND THEN DESTROYED. THE BID MUST BE RETRIEVED DURING REGULAR WORK HOURS, MONDAY - FRIDAY, EXCEPT STATE HOLIDAYS. AFTER THE BID IS DESTROYED, THE DIVISION OF PURCHASING ASSUMES NO RESPONSIBILITY FOR THE DOCUMENT.

DISQUALIFIED/CANCELLED BID

BIDS THAT ARE IMPROPERLY SUBMITTED OR RECEIVED LATE WILL BE A RESPONSE FOR RECORD, BUT WILL NOT BE RETURNED OR A NOTIFICATION MAILED.

THE FOLLOWING IS A PARTIAL LIST WHEREBY A BID RESPONSE WILL BE DISQUALIFIED:

BID NUMBER NOT ON FACE OF ENVELOPE/COURIER PACKAGE/BOX  
RESPONSES TO MULTIPLE BID NUMBERS IN SAME ENVELOPE NOT PROPERLY IDENTIFIED  
BID RECEIVED LATE  
BID NOT SIGNED/NOT ORIGINAL SIGNATURE  
BID NOT NOTARIZED/NOT ORIGINAL SIGNATURE OF NOTARY AND/OR NO NOTARY EXPIRATION  
NOTARIZED OWN SIGNATURE  
REQUIRED INFORMATION NOT SUBMITTED WITH BID  
FAILURE TO SUBMIT THE ORIGINAL BID AND A COMPLETE EXACT COPY

CERTIFICATION PURSUANT TO ACT NO. 2006-557

ALABAMA LAW (SECTION 41-4-116, CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEARBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

SPECIAL TERMS & CONDITIONS

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VENDOR NUMBER: -  
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INVITATION TO BID

#### INTENT TO AWARD

EFFECTIVE MAY 1, 2008, THE STATE OF ALABAMA - DIVISION OF PURCHASING WILL ISSUE AN 'INTENT TO AWARD' BEFORE A FINAL AWARD IS MADE. THE 'INTENT TO AWARD' WILL CONTINUE FOR A PERIOD OF FIVE (5) CALENDAR DAYS, AFTER WHICH A PURCHASE ORDER WILL BE PRODUCED. UPON FINAL AWARD, ALL RIGHTS TO PROTEST ARE FORFEITED. A DETAILED EXPLANATION OF THIS PROCESS MAY BE REVIEWED IN THE ALABAMA ADMINISTRATIVE CODE - CHAPTER 355-4-1(14).

#### ALTERNATE BID RESPONSE

UNLESS STATED ELSEWHERE IN THIS INVITATION-TO-BID (ITB) THE STATE OF ALABAMA WILL ACCEPT AND EVALUATE ALTERNATE BID SUBMITTALS ON ANY ITB'S. ALTERNATE BID RESPONSES WILL BE EVALUATED ACCORDING TO THE REQUIREMENTS AS ALL OTHER RESPONSES TO THIS ITB.

#### INTERNET WEBSITE LINK'S

INTERNET AND/OR WEBSITE LINKS WILL NOT BE ACCEPTED IN BID RESPONSES AS A MEANS TO SUPPLY ANY REQUIREMENTS STATED IN THIS ITB (INVITATION-TO-BID).

#### PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE

IN ACCORDANCE WITH THE UNIVERSAL COMMERCE CODE (CODE OF ALABAMA, TITLE 7), AFTER DELIVERY, THE STATE OF ALABAMA HAS THE RIGHT TO INSPECT ALL PRODUCTS BEFORE ACCEPTING. THE STATE WILL INSPECT PRODUCTS IN A REASONABLE TIMEFRAME. SIGNATURE ON A DELIVERY DOCUMENT DOES NOT CONSTITUTE ACCEPTANCE BY THE STATE. THE STATE WILL ACCEPT PRODUCTS ONLY AFTER SATISFACTORY INSPECTION.

#### SALES TAX EXEMPTION

PURSUANT TO THE CODE OF ALABAMA, 1975, TITLE 40-23-4 (A) (11), THE STATE OF ALABAMA IS EXEMPT FROM PAYING SALES TAX. AN EXEMPTION LETTER WILL BE FURNISHED UPON REQUEST.

#### INVOICES

INQUIRIES CONCERNING PAYMENT AFTER INVOICES HAVE BEEN SUBMITTED ARE TO BE DIRECTED TO THE RECEIVING AGENCY, NOT THE DIVISION OF PURCHASING

#### BID RESPONSES AND BID RESULTS

UNEVALUATED BID RESPONSES (NOT BID RESULTS) ARE AVAILABLE ON OUR WEB SITE AT WWW.PURCHASING.ALABAMA.GOV. BID RESULTS WILL BE MADE AVAILABLE FOR REVIEW IN THE DIVISION OF PURCHASING OFFICE, BUT ONLY AFTER THE BID HAS BEEN AWARDED. WE DO NOT FAX OR MAIL COPIES OF BID RESULTS. IF A VENDOR WISHES TO REVIEW BID RESULTS IN OUR OFFICE, THEY SHOULD FAX THEIR REQUEST TO REVIEW THE BID TWO DAYS IN ADVANCE TO THE "BID REVIEW CLERK" AT (334) 242-4419. BE SURE TO REFERENCE THE BID NUMBER.

#### FOREIGN CORPORATION - CERTIFICATE OF AUTHORITY

ALABAMA LAW PROVIDES THAT A FOREIGN CORPORATION (AN OUT-OF-STATE COMPANY/FIRM) MAY NOT TRANSACT BUSINESS IN THE STATE OF ALABAMA UNTIL IT OBTAINS A CERTIFICATE OF AUTHORITY FROM THE SECRETARY OF STATE. SECTION 10-2B-15.01, CODE OF ALABAMA 1975. TO OBTAIN FORMS FOR A CERTIFICATE OF AUTHORITY, CONTACT THE SECRETARY OF STATE, CORPORATIONS DIVISION, (334) 242-5324. THE CERTIFICATE OF AUTHORITY DOES NOT KEEP THE VENDOR FROM SUBMITTING A BID.

#### BID IDENTIFICATION

REFERENCE PAGE 2, ITEM 2. DUE TO THE POSTAL SERVICE PUTTING BAR CODE LABELS ON ENVELOPES, IT CONCEALS THE BID NUMBER AND DATE IF THE VENDOR HAS WRITTEN THEM OTHER THAN THE LOWER LEFT CORNER, THEREFORE THE BID WOULD BE REJECTED FOR NOT BEING PROPERLY IDENTIFIED.

SPECIAL TERMS & CONDITIONS

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INVITATION TO BID

AWARD:

THE AWARD SHALL BE MADE, ALL OR NONE, TO THE LOWEST RESPONSIBLE  
BIDDER MEETING ALL SPECIFICATIONS.

ASSIGNMENT OF CONTRACT:

TO ASSIGN, SUBLET OR TRANSFER ANY CONTRACT RESULTING FROM THIS  
SOLICITATION, THE VENDOR'S WRITTEN REQUEST MUST BE APPROVED BY THE  
STATE PURCHASING DIRECTOR.

AWARDS:

PRIOR TO MAKING AN AWARD, THE STATE RESERVES THE RIGHT TO BENCHMARK  
ANY MACHINE BID AGAINST THE SPECIFICATIONS GIVEN IN THE SOLICITATION.  
THE VENDOR HAS TEN (10) STATE BUSINESS DAYS FROM THE DATE OF THE  
STATE'S REQUEST TO FURNISH AND INSTALL THE EXACT MACHINE OFFERED  
IN THE BID AT A SITE DESIGNATED BY THE STATE, THE MACHINE IS TO  
REMAIN INSTALLED AND FULLY OPERATIONAL FOR AT LEAST TWO (2) WEEKS.  
DURING THIS TEST PERIOD, THE VENDOR MUST BE AVAILABLE (EITHER IN  
PERSON OR BY PHONE) TO ANSWER ANY QUESTIONS THAT MAY ARISE IN  
REGARDS TO THE OPERATION OF THE MACHINE.

FREIGHT:

BID IS F.O.B. DESTINATION. ANY FREIGHT CHARGES MUST BE INCLUDED IN  
THE BID PRICES.  
DO NOT SHOW FREIGHT AS A SEPERATE COST.

CONTRACT PERIOD:

ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND,  
THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS  
AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH 12 MONTH PERIOD,  
IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST,  
SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE  
EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO  
LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH  
PERIOD.

NON-APPROPRIATION OF FUNDS:

CONTINUATION OF ANY AGREEMENT BETWEEN THE STATE AND A BIDDER BEYOND A  
FISCAL YEAR IS CONTINGENT UPON CONTINUED LEGISLATIVE APPROPRIATION OF  
FUNDS FOR THE PURPOSE OF THIS BID AND ANY RESULTING AGREEMENT. NON-  
AVAILABILITY OF FUNDS AT ANY TIME SHALL CAUSE ANY AGREEMENT TO BECOME  
VOID AND UNENFORCEABLE AND NO LIQUIDATED DAMAGES SHALL ACCRUE TO THE  
STATE AS A RESULT. THE STATE WILL NOT INCUR LIABILITY BEYOND THE  
PAYMENT OF ACCRUED AGREEMENT PAYMENT.

NEW EQUIPMENT:

ALL EQUIPMENT MUST BE NEW AND UNUSED AND ACCEPTABLE BY THE ORIGINAL  
EQUIPMENT MANUFACTURER FOR THEIR MAINTENANCE.

REQUESTED INFORMATION:

ANY ADDITIONAL INFORMATION REQUESTED FROM A VENDOR MUST BE FURNISHED  
WITHIN FIVE (5) DAYS FROM RECEIPT OF REQUEST.

PURPOSE:

ESTABLISH A CONTRACT FROM THE ITEMS LISTED FOR ALL STATE AGENCIES.  
CONTRACT PRICES ARE AVAILABLE TO ALL LOCAL GOVERNMENTAL AGENCIES.  
CONTRACT MAY NOT BE USED BY EDUCATIONAL ENTITIES.

BIDDABLE SITUATION:

BIDS MAY BE SOLICITED FOR ANY PRODUCT INCLUDED IN THIS CONTRACT WHERE  
AN IMMEDIATE/EMERGENCY NEED EXISTS, INCLUDING LARGE QUANTITIES.  
THE DECISION OF THE PURCHASING DIRECTOR AS TO WHAT CONSTITUTES A  
BIDDABLE SITUATION SHALL BE FINAL AND SHALL NOT BE CONSTRUED AS A  
BREACH OF CONTRACT.

VENDOR QUALIFICATION:

IF REQUESTED, VENDOR MUST PROVIDE DOCUMENTATION OF BEING AN AUTHORIZED

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER:

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INVITATION TO BID

MANUFACTURER'S REPRESENTATIVE FOR THE PRODUCTS LISTED. FAILURE TO  
PROVIDE THIS INFORMATION MAY RESULT IN REJECTION OF BID.

## PRICE SHEET

VENDOR NAME :

VENDOR NUMBER: -

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## INVITATION TO BID

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: R1 / STATEWIDE					
00001	COMMODITY CODE: 205-11-064338 PERSONAL COMPUTER, OPEN MARKET, MINI NOTEBOOK, 10 TO 11"  PER THE ATTACHED SPECS  MFG: _____ MODEL: _____	1	EA	_____	_____
00002	COMMODITY CODE: 205-11-064341 PERSONAL COMPUTER, OPEN MARKET, ULTRA MOBILE NOTEBOOK, 12 TO 13"  PER THE ATTACHED SPECS  MFG: _____ MODEL: _____	1	EA	_____	_____
00003	COMMODITY CODE: 205-11-064055 PERSONAL COMPUTER, OPEN MARKET, TRAVEL NOTEBOOK, 14 TO 15"  PER THE ATTACHED SPECS  MFG: _____ MODEL: _____	1	EA	_____	_____
00004	COMMODITY CODE: 205-11-064054 PERSONAL COMPUTER, OPEN MARKET, DESKTOP REPLACEMENT NOTEBOOK, 15 TO 16"  PER THE ATTACHED SPECS  MFG: _____ MODEL: _____	1	EA	_____	_____
00005	COMMODITY CODE: 205-11-064052 PERSONAL COMPUTER, OPEN MARKET, BASIC DESKTOP  PER THE ATTACHED SPECS  MFG: _____ MODEL: _____	1	EA	_____	_____
00006	COMMODITY CODE: 205-11-064053 PERSONAL COMPUTER, OPEN MARKET, ADVANCED DESKTOP  PER THE ATTACHED SPECS  PAGE TOTAL	1	EA	_____	_____

PRICE SHEET

VENDOR NAME :

VENDOR NUMBER: -

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INVITATION TO BID

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
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MFG:\_\_\_\_\_ MODEL:\_\_\_\_\_

00007	COMMODITY CODE: 205-11-066390 PERSONAL COMPUTER, OPEN MARKET, PROFESSIONAL DESKTOP	1	EA	_____	_____
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PER THE ATTACHED SPECS

MFG:\_\_\_\_\_ MODEL:\_\_\_\_\_

00008	COMMODITY CODE: 205-43-052622 ACCESSORIES, OPTIONS, OPEN MARKET	1	EA	_____	_____
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PER THE ATTACHED SPECS

MFG:\_\_\_\_\_

PAGE TOTAL

BID TOTAL

\_\_\_\_\_  
\_\_\_\_\_

**INVITATION TO BID  
FOR  
PERSONAL COMPUTERS**

**ISSUED BY  
STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
INFORMATION SERVICES DIVISION**



**SECTION I**  
**PERSONAL COMPUTER**  
**INVITATION TO BID**  
**ADMINISTRATIVE AND CONTRACTUAL INFORMATION**

I.1. **OBJECTIVE:** The purpose of this Invitation to Bid (ITB) of the State of Alabama, herein referred to as State, is to establish a contract to be used by State agencies, political subdivisions, and local government agencies to purchase commercial/enterprise personal computer systems as specified in the bid. The State has established a framework that will ensure that bidders will meet a baseline set of requirements: overall business and financial health, commitment to the State, service and support and quality assurance and testing. This framework is designed to ensure that bidders are best matched to meet specific requirements of the State and are strategic business partners.

I.2. **CONTRACT PERIOD:** A 12-month contract will be established for the awarded Vendor to begin on the date of award with an option to renew for up to four (4) additional 12-month contract periods, commencing after expiration of the previous 12 month contract period, or extend the existing contract until such time that a new contract can be bid and awarded. Any additional contract or extension will be at the same or lesser prices, with the same terms and conditions. Any successive contract must have the written approval of both the State and the awarded Vendor no later than 30 days prior to the expiration of the original contract.

I.3. **VENDOR ELIGIBILITY:** The equipment manufacturer may bid direct or through a reseller. A reseller who responds must include a copy of their license and a signed statement from the equipment manufacturer that they are a current reseller in good standing and are authorized to resell on a large volume state government contract.

The following are minimum requirements that must be met by equipment manufacturer. Bidder must include documentation substantiating these requirements.

1. Equipment manufacturer must have shipped a minimum of 5,000 commercial/enterprise personal computer systems within the U.S. annually for the past two years.
2. Equipment manufacturer must have a history of profitability and market share growth.
3. Equipment must have Federal Communications Commission type acceptance.
4. Equipment must have current certifications from Microsoft, Novell, and ISO 9000.

I.4. **RESPONSE SUBMISSIONS AND BID FORMAT:** The bidder must submit a minimum of three (3) copies (one original and two copies) of the bid response and pricing in addition to all other requested information. Bid must be in the same format and sequence as presented in this ITB. The bid must contain a comprehensive description, by requirement, of how the bidder meets the requirements of the ITB. A bidder may not submit their own contract terms and conditions in a response to this ITB. If a bid contains supplemental terms and conditions, the State, at its sole discretion, may determine the bid to be a non-responsive counter-offer, and the bid may be rejected.

I.5. **SECURITY STATEMENT:** The bidder must ensure that personnel involved with any State agency project shall be advised of and acknowledge in their bid response the confidential nature of information contained in State files as well as the safeguards required and criminal and civil sanctions due to non-compliance with federal and State statutes.

I.6. INQUIRIES: Any questions that arise concerning technical specifications must be submitted in writing to:

Rick Boyce  
Information Services Division  
Email: [rick.boyce@isd.alabama.gov](mailto:rick.boyce@isd.alabama.gov)

Procedural questions and copies of all questions must be directed to:

Jaeri Ellis, Buyer  
Division of Purchasing  
Email: [Jaeri.Ellis@purchasing.alabama.gov](mailto:Jaeri.Ellis@purchasing.alabama.gov)

From the date of issuance of this ITB, until the award is made and announced, all questions concerning this ITB shall be directed to the points of contact listed above. It is not permissible for any Bidder, or any entity working on behalf of a Bidder, to solicit information regarding this ITB from any government source (federal or State) other than from the official points of contact listed above. Specification questions must be submitted in writing to the agency no later than Friday, April 2<sup>nd</sup>, 2010 at 5:00 PM central time. Any unauthorized solicitations for information that are reported are grounds for disqualification of the Vendor's bid.

I.7. REFERENCES: The bidder must provide a minimum of three (3) government accounts (state, county, city or other municipality) within the State of Alabama (different state locations) currently purchasing the components listed in each category being bid. The State of Alabama, Department of Finance may not be used as a reference. Include account name, address, contact person and telephone number. The State reserves the right to contact any or all references. Negative reference responses will disqualify your bid.

I.8. INSTALLATION: The Vendor must install all options/add-ons placed on the purchase order with any personal computer system prior to shipment/delivery. Installation may include the set-up of PCs (including the removal of all debris) and/or loading of customized software/images provided by the purchasing State entity, if desired by such State entity. Pricing for this service must be included in the bid response. Internal devices placed on order with any personal computer system(s) must be installed prior to shipment.

I.9. CONTRACT(S) PUBLICATION: Awarded Vendors must provide and maintain a secure internet website dedicated to the State containing a complete product offering of only the awarded products with contract pricing within 30 days after contract award. Vendor must establish an Account Management Team dedicated to the State with contact names, an 800 phone number and fax number. The team must be accessible to provide quotes and answer procurement/ordering questions 8 am – 5 pm CT M-F. Website and 800 phone number must be operational and accessible for State business during stated hours of operation. Written complaints to ISD and State Purchasing by user agencies that Vendor is non-responsive could result in cancellation of contract. Vendor must update website in a timely manner so the agencies may benefit from reduced prices and substitutions required for any discontinued equipment.

I.10. PRICE DECREASES: Pricing is to remain firm, except for pricing decreases, for the term of the contract and any subsequent renewals. The State shall receive the benefit of any price decreases as soon as possible.

I.11. EQUIPMENT TESTING: Prior to contract award, the State reserves the right to benchmark any product included in bid response. The bidder must furnish within ten (10) working days from the date of the request the product(s) as configured and specified by the State. Bidder must provide the product(s) at a site designated by the State for a period of not less than two (2) weeks.

I.12. **SUBSTITUTIONS:** Substitutions/discontinued product(s) will be allowed whenever the product(s) being replaced is/are no longer in production and the new product(s) is/are equal to or greater in function, and equal to or less than in price. Awarded Vendor must notify the State in writing of any discontinuance of products as early as possible but no later than two weeks. The State will determine the equivalency. Changes to the contract will not be made during the last thirty days of the contract period. Prior to publishing, the awarded Vendor must obtain the approval of the Division of Purchasing and ISD (per 1.6) on the requested changes.

I.13. **PRODUCT OFFERINGS:** If a promotional package of contract items is offered, the awarded Vendor must immediately present it to the State for consideration. Product promotional packages may be considered if the package contains items only on State contract and are offered at a reduced price. The State will not file for rebate(s); therefore, the Vendor must offer and bill the State at the new discounted price of the applicable offering. Volume discounts will be allowed with the provision that any purchasing entity that purchases the equivalent volume be offered the same rate of discount.

I.14. **TECHNICAL DOCUMENTATION/LITERATURE:** The Bidder must attach complete technical documentation/literature supporting the specifications of the configuration being bid. Without this supporting documentation/literature the bid will be disqualified. Reference to technical documentation/literature on manufacturer's website, or submitted with a previous bid will not satisfy this requirement.

I.15. **ADDITIONAL INFORMATION:** Bidder must include any additional information that is believed to be pertinent but not explicitly asked for elsewhere in the ITB. Any additional information requested from a bidder must be furnished within five (5) working days after receipt of request.

I.16. **CONFLICT OF INTEREST AND BID RESTRICTIONS:**

I.I6.1. **REQUIRED ALABAMA DISCLOSURE STATEMENT:** Act 2001-955 requires the winning Vendor to submit an Alabama Disclosure Statement within ten days of contract award. Vendors may go to the site below to download a copy of the Alabama Disclosure Statement:

[http://www.ago.state.al.us/ag\\_items.cfm?Item=70](http://www.ago.state.al.us/ag_items.cfm?Item=70)

I.I6.2. **ITB AMENDMENT AND CANCELLATION:** The State reserves the unilateral right to amend this ITB in writing at any time. The State also reserves the right to cancel or reissue the ITB at its sole discretion. Any changes or modifications to this ITB will be made by a written addendum issued by the Department of Finance's Division of Purchasing. Vendors shall respond to the final written ITB and any exhibits, attachments, and amendments.

## **SECTION II**

### **AWARD, SUPPORT AND FINANCIAL INFORMATION**

**II.1. AWARD:** Award will be made based upon a weighted scoring reflecting all seven equipment categories: Mini-Notebook, Ultra-Mobile Notebook, Travel Notebook, Desktop Replacement Notebook, Basic Desktop, Advanced Desktop, and Professional Desktop.

**II.1.1 Scoring Criteria** – Scoring will be as follows:  $(.10 * \text{Mini-Notebook price}) + (.10 * \text{Ultra-Mobile Notebook price}) + (.10 * \text{Travel Notebook price}) + (.20 * \text{Desktop Replacement Notebook price}) + (.10 * \text{Basic Desktop price}) + (.30 * \text{Advanced Desktop price}) + (.10 * \text{Professional Desktop price}) = \text{COMPOSITE SCORE}$ .

**II.1.2 Bid Evaluation** – Responsible bidders with the **LOWEST COMPOSITE SCORE** that otherwise meet all the specifications and requirements of this ITB will be awarded the bid. If any of the listed products have been discontinued since bid preparation, a Vendor should notify (email) the contacts as shown in paragraph I.6., as soon as possible for an addendum to be issued before bid opening.

**II.2. DELIVERY TERMS:** Awarded Vendor must deliver all purchase order items within 30 calendar days but not to exceed thirty (30) calendar days after receipt of order (ARO). Partial shipments are acceptable if authorized in writing by the ordering agency. Awarded Vendor must deliver to the office of the ordering agency listed on the purchase order. The exact locations and quantities will be provided by the ordering agency. All items ordered from this contract must be delivered with all freight charges paid by the Vendor. Inside delivery is required. The State will not pay handling charges or other fees added to Vendor invoices.

**II.3. NON-APPROPRIATION OF FUNDS:** Continuation of any agreement between the State and a Bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the State as a result. The State will not incur liability beyond the payment of accrued agreement payment.

**II.4. PRORATION:** Any provision of a contract(s) resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to section 41-4-90 of the Code of Alabama, 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amount) or of terminating the contract.

**II.5. PRICING INFORMATION:** Bidder must submit a complete bid with contract pricing for each model of equipment specified in this ITB including listed options that will be in effect during the entire term of the contract, including any subsequent contract renewals. Contract pricing must not be predicated upon any temporary, seasonal or other promotional discount offers.

**II.6. QUANTITY:** The exact quantity of purchases for each product on this solicitation is not known. The State Division of Purchasing does not guarantee that the State will buy any amount. Orders will be placed by agencies as needed and will give complete shipping instructions. Minimum order amounts are not applicable to this bid.

**II.7. PRIME CONTRACTOR RESPONSIBILITIES:** Awarded Vendor must assume responsibility for delivery and warranty service for all equipment, operating software, supplies, etc. regardless whether or not the Vendor is the original manufacturer. Any items offered in the ITB for which the bidder is not the OEM must be clearly identified. The Vendor must be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. Awarded Vendor must be totally responsible for all obligations of each order.

## **II.8. SERVICE INFORMATION/VENDOR REQUIREMENTS**

**TECHNICAL SUPPORT:** All bids must contain information concerning warranty period. Manufacturer must staff and support offices with qualified technicians and have adequate, readily available parts; and provide unlimited (at no charge) dedicated telephone technical support accessible toll free, on a 24 X 7 basis.

1. **Warranty Period:** The standard parts and labor warranty must be as designated in Section III - Technical Specifications. The agency will not incur any shipping cost associated with return for repair and return of repaired units. The warranty period will begin 30 calendar days from ship date or the first day following acceptance/installation of all items whichever comes first. Bidder must provide warranty coverage for the duration of the warranty period.

2. **Use Warranty:** Bidder must provide manufacturer's warranty. Manufacturer authorized warranty/service provider(s) must be located in the state of Alabama with service coverage area for the entire state of Alabama. Awarded Vendor must, at its expense, correct or repair/replace all defective items to the satisfaction of the State

3. **Warranty Hours:** Awarded Vendor must provide standard warranty coverage from 8:00am - 5:00pm Central Time Monday-Friday.

4. **Replacement Parts:** All parts and components utilized in the repair of equipment must be new, or in the case where the terms of the manufacturer's warranty includes the use of refurbished or reconditioned parts, these parts must be warranted by the manufacturer to cover the personal computer's original or extended warranties.

5. **Information Technology Security Policies, Standards and Guidelines:** Security Policy 680-01 (Information Protection), including Standard 680-01S4 (Media Sanitization), applies to all users (State of Alabama employees, contractors, vendors, and business partners) of any State-managed information resources. By accepting the award of this contract, the Vendor certifies to the State that all contractor and subcontractor personnel will comply with the State of Alabama information technology policies, procedures and standards including any future information security policy changes or enhancements.

5. a. **Maintenance Cycle:** Anytime it become necessary to access, remove or replace a computer or component containing any State of Alabama data for routine maintenance or repair, the Vendor will be responsible for ensuring the security of this information during the entire maintenance cycle.

6. **Peripheral Components:** All products supplied from the contract established from award of this ITB must be received with all applicable interface cables, power cords, installation and user manuals, driver software, and any other applicable items required for successful operation. The Vendor will be responsible for providing any missing components at their expense.

Violation of these requirements in any manner without the express written consent of Information Services Division and State Purchasing will result in notification to the Vendor to correct all such discrepancies within five (5) workdays of notice. If the situation is not corrected or the violation occurs again during the term of the contract, the State may elect to cancel the contract with thirty (30) days notice.

## SECTION III

### **TECHNICAL SPECIFICATIONS FOR PERSONAL COMPUTERS**

#### III. **GENERAL SPECIFICATIONS**

- **TRIAL SOFTWARE** – No Trial Software (Clean Image).
- **DESKTOP COMPUTERS** - Must support dual extended monitors. Desktop computers must be offered in all configurations including Minitower, Small Form Factor and Ultra Slim configurations (if available).
- **SPECIFICATIONS** – Computer components must meet or exceed the following equivalent **MINIMUM** features and specifications:

##### III.1. **MINI NOTEBOOK** 10 - 11 inch with the following **minimum** features and specifications:

- **OPERATING SYSTEM** – Genuine Windows XP Professional (32bit) SP3 with media available through Downgrade Rights from Windows 7 Pro
  - Genuine Microsoft Windows XP Labels
- **PROCESSOR** – Intel® Atom™ Processor N450 (1.66 GHz, 512 KB L2 cache, 667 MHz FSB) with Intel® NM10 Express Chipset
- **GRAPHICS PROCESSOR** - Mobile Intel® Graphics Media Accelerator GMA 950
- **DISPLAY** - 10.1-inch diagonal LED WSVGA (1024 X 600)
- **MEMORY** – 2 GB
- **STORAGE** – 160GB Hard Drive
- **OPTICAL DRIVE** - 8X DVD±RW/±R External USB 2.0 Rewritable Drive
- **KEYBOARD** – Integrated English Keyboard with Touchpad
- **WIRELESS** - WLAN 802.11 a/b/g-draft n
- **LAN** – Gigabit Network Connection (10/100/1000)
- **BATTERY** - 6 cell (55WHr) Li-Ion Battery
- **AC ADAPTER** - 65W 3-pin AC Adapter
- **MEDIA** – DVD Windows XP Pro Media
- **WARRANTY** - 1 year limited warranty

III.2. **ULTRA MOBILE NOTEBOOK** - 12 to 13 inch with the following minimum features and specifications:

- **OPERATING SYSTEM** – Genuine Windows 7 Professional 64-bit with Microsoft Windows Label.
- **PROCESSOR** – Intel 1.60GHz, 800MHz FSB, 3M Cache
- **GRAPHICS** - Integrated Graphics Media Accelerator 4500MHD
- **DISPLAY** - 12 to 13 inch Diagonal
- **MEMORY** – 4.0MB
- **STORAGE** – 128GB Solid State or 250 GB Conventional Hard Drive
- **OPTICAL DRIVE** – 8X DVD/CDRW
- **KEYBOARD** - Internal English Keyboard
- **WLAN** - (802.11a/b/g/draft-n)
- **BATTERY** - 6-cell (58 WHr) Lithium-Ion battery
- **AC ADAPTER** - 45W AC Adapter
- **WARRANTY** - Limited 3 year standard next business day parts and labor warranty, return service
- **MEDIA** - Win7 Pro 64 Recovery DVD



III.3. **TRAVEL NOTEBOOK** - 14 to 15 inch or equivalent with the following minimum

features and specifications:

- **OPERATING SYSTEM** – Genuine Windows 7 Professional 64-bit with Microsoft Windows Label.
- **PROCESSOR** – Intel 2.40GHz, 1066MHz FSB, 3M Cache
- **MEMORY** – 4.0GB
- **STORAGE** – 160GB Solid State or 320GB Conventional Hard Drive
- **DISPLAY** - 14 to 15 inch Diagonal
- **GRAPHICS** - Intel Graphics Media Accelerator 4500MHD
- **OPTICAL DRIVE** – 8X DVD+/-RW
- **KEYBOARD** - Internal English Keyboard
- **WIRELESS** - 802.11a/g/n
- **BATTERY** – 6 Cell/54-WHr Battery
- **AC ADAPTER** - 65W AC Adapter
- **WARRANTY** - Limited 3 year standard next business day parts and labor warranty, return service
- **MEDIA** - Win7 Pro 64 Recovery DVD

- III.4. **DESKTOP REPLACEMENT NOTEBOOK** - 15 to 16 inch Diagonal with the following minimum features and specifications:
  - **OPERATING SYSTEM** – Genuine Windows 7 Professional 64-bit with Microsoft Windows Label.
  - **PROCESSOR** – Intel 2.40GHz, 1066MHz FSB, 3M Cache
  - **DISPLAY** - 15 to 16 inch Diagonal
  - **MEMORY** – 4.0GB
  - **STORAGE** – 160GB solid State or 320GB Conventional Hard Drive
  - **GRAPHICS** – Intel Graphics Media Accelerator 4500 MHD
  - **OPTICAL DRIVE** – 8X DVD+/-RW
  - **KEYBOARD** - Internal English Keyboard
  - **WIRELESS** - 802.11 a/g/n
  - **BATTERY** - 8-cell (73 WHr) Lithium-Ion battery
  - **AC ADAPTER** - 90W AC Adapter
  - **WARRANTY** - Limited 3 year standard next business day parts and labor warranty, return service
  - **MEDIA** - Win7 Pro 64 Recovery DVD

- III.5. **BASIC DESKTOP** - With the following minimum features and specifications:
- **OPERATING SYSTEM** – Genuine Windows 7 Professional 64-bit with Microsoft Windows Label.
- **PROCESSOR** - Intel 2.93GHz, 1066MHz FSB, 3MB Cache
- **MEMORY** – 4GB
- **STORAGE** – 160GB
- **GRAPHICS** – 256MB ATI RADEON HD 3450 Graphics Dual DVI and TV Out, LP (Dual/Extended Desktop Display Ready)
- **OPTICAL DRIVE** – 16X DVD+/-RW SATA
- **MOUSE** – USB 2 Button Optical Mouse with Scroll
- **KEYBOARD** – USB Standard Keyboard,
- **LAN** – Intel 82567LM GbE Network Connection (integrated)
- **WARRANTY** - Limited 3 year standard next business day parts and on site labor warranty
- **MEDIA** - Win7 Pro 64 Recovery DVD

III.6. **ADVANCED DESKTOP** - With the following minimum features and specifications:

- **OPERATING SYSTEM** – Genuine Windows 7 Professional 64-bit with Microsoft Windows Label.
- **PROCESSOR** – Intel Core 2 Duo E8400 3.0GHz, 6M, 1333FSB
- **MEMORY** – 4GB
- **STORAGE** – 250GB
- **GRAPHICS** – 256MB ATI RADEON HD 3450 Graphics dual DVI and VGA and TV Out, LP, (Dual/Extended Desktop Display Ready)
- **OPTICAL DRIVE** – 8X DVD+/-RW
- **MOUSE** – USB 2 Button Optical Mouse with Scroll
- **KEYBOARD** – Standard English USB Keyboard
- **LAN** – Intel 82567LM GbE Network Connection (integrated)
- **WARRANTY** - Limited 3 year standard next business day parts and on site labor warranty
- **MEDIA** - Win7 Pro 64 Recovery DVD

III.7. **PROFESSIONAL DESKTOP** - With the following minimum features and specifications:

- **OPERATING SYSTEM** – Genuine Windows 7 Professional 64-bit with Microsoft Windows Label.
- **PROCESSOR** – Intel 2.83GHz
- **MEMORY** – 4.0GB
- **STORAGE** – 500GB
- **GRAPHICS** – 256MB ATI RADEON HD 3450 Graphics dual DVI and VGA and TV Out, LP, (Dual/Extended Desktop Display Ready)
- **OPTICAL DRIVE** – 16X DVD+/-RW SATA
- **MOUSE** – USB 2 Button Optical Mouse
- **KEYBOARD** – USB Standard Keyboard
- **LAN** – Intel Pro 1000 CT GbE NIC Card
- **WARRANTY** - Limited 3 year standard next business day parts and on site labor warranty
- **MEDIA** - Win7 Pro 64 Recovery DVD

# **ATTACHMENT A**

## **SUPPLIES, OPTIONS AND ACCESSORIES CATALOG PRICING SHEET**

<b><u>Description</u></b>	<b><u>Part Number</u></b>	<b><u>Bid Price</u></b>
Set-up of PCs_____	_____	_____
Loading of customized software/images _____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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